

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

The Whitaker Group, LLC

2. Registration No.

5539

3. Name of Foreign Principal

The Government of the Republic of Ghana

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Representational and trade and investment services before the U.S. Government including but not limited to influencing policies and promoting the interests of foreign principals in the US, in compliance with the laws and regulations pertaining to political activities.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Representational and trade and investment services before the U.S. Government including but not limited to influencing policies and promoting the interest of foreign principles (all interests, relations, and policies that may be applicable to foreign principal), in compliance with and by any and all means permitted by the U.S. laws and regulations pertaining to political activities.

Date of Exhibit B 4/30/04	Name and Title Sheila A. Williams Chief of Staff	Signature Sheila A. Williams Chief of Staff
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.



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April 22, 2004

The Honorable Yaw Osafo-Maafo
Minister of Finance
Ministry of Finance
Government of the Republic of Ghana

RE: Contract Renewal

Dear Minister Osafo-Maafo:

Pursuant to the March 11, 2003 contractual agreement between The Whitaker Group LLC and the Government of the Republic of Ghana, enclosed for review and execution is the amendment to renew the contract under the same contractual terms for an additional 12 months (March 17, 2004 until March 17, 2005).

I extend my best wishes and highest regards.

Sincerely,

Rosa Whitaker
President and CEO

Enclosure

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TWG CONTRACT AMENDMENT

Contract Number	<u>002-03</u>
Amendment Number	<u>01</u>
Date	<u>4/20/04</u>

Contract No. 002-03, executed on March 11, 2003, by and between the Whitaker Group, LLC and the Government of the Republic of Ghana is hereby amended as follows:

Section 3 - Duration, is hereby revised to - this agreement (amendment) is effective for 12 months (one year), from March 17, 2004 through March 17, 2005.

The effective date of this Amendment is March 17, 2004.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL WORK CONTRACT REMAIN IN FULL FORCE AND EFFECT.

The persons signing below execute THIS AMENDMENT, consisting of 1 page and 1 attachment, which warrant that they have the authority to execute this Amendment under the original Work Contract.

IN WITNESS WHEREOF, both parties have signed this Amendment.

The Whitaker Group

Government of the Republic of Ghana

Signature

April 22, 2004

Title

Date

Signature

23rd April 2004

Title

Minister of Finance
& Economic Planning.

Date

2004 Payment Schedule

Payment Amount	Payment Due Date
US\$100,000	March 15, 2004
US\$100,000	June 15, 2004
US\$100,000	September 15, 2004